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Attorneys for Defendants  
JEANMARIE BOBEN, TYLER HUBBS,  
MATTHEW HINDE AND PATRICIA REDINGTON

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

CVPartners, Inc., a California  
corporation,

Plaintiff,

v.

JEANMARIE BOBEN, an individual;  
TYLER HUBBS, an individual; MATT  
HINDE, an individual; and PATRICIA  
REDINGTON, an individual; ANDY  
DUNAYCZAN, an individual; and  
DOES 1-15,

Defendants.

No. CV 09 00689 SI

STIPULATION AND [PROPOSED] ORDER  
FOR TEMPORARY RESTRAINING  
ORDER AND EXPEDITED DISCOVERY

CASE NO.: C-09-00689 SI

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STIPULATION AND [PROPOSED] ORDER FOR TEMPORARY  
RESTRAINING ORDER AND EXPEDITED DISCOVERY,

1 Plaintiff CVPARTNERS, INC. ("CVPartners") and Defendants JEANMARIE  
2 BOBEN, TYLER HUBBS, MATTHEW HINDE, and PATRICIA REDINGTON  
3 ("Defendants"), by and through their respective counsel of record, hereby stipulate as  
4 follows:

5 1. Except as provided in paragraph 2 below, Defendants, and each of them,  
6 agree to return all CVPartners property and documents to CVPartners' counsel within  
7 two business days of execution of this Stipulation by all parties, with a declaration under  
8 penalty of perjury from each Defendant affirming that each has done so.

9 2. Defendants shall be permitted to retain all electronically and/or Internet  
10 stored data and information obtained from CVPartners or in connection with their  
11 employment with CVPartners, including data and information which CVPartners claims  
12 as its data and information, subject to the following conditions:

- 13 (a) Defendants, and each of them, agree to identify by declaration under  
14 penalty of perjury, within two business days of execution of this Stipulation,  
15 all devices capable of storing, transferring or processing data ("Devices") in  
16 each of their respective possession and/or under their respective control at  
17 any time within the last six (6) months which presently contain or have ever  
18 contained data or information obtained from CVPartners or in connection  
19 with their employment with CVPartners. Except as provided in sub-  
20 paragraph (b) below, Defendants, and each of them, further agree within  
21 that same timeframe, to produce all of said Devices still in their possession  
22 and/or under their control for inspection and/or imaging by CVPartners'  
23 retained computer forensic expert, Lynell Phillips. Defendants, and each of  
24 them, further agree that if any of the Devices are encrypted or password  
25 protected, Defendants will take reasonable steps to decrypt, disable  
26 passwords or otherwise enable Phillips to examine the Devices.

27 Defendants also agree to produce all cables needed for any Device, such  
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1 as a cell phone, that syncs to a computer. Phillips shall be permitted to  
2 image or otherwise copy the drives, files or other data storage of each  
3 Device produced for inspection. Plaintiff agrees to notify Defendants'  
4 counsel when Phillips completes the imaging process for each of the  
5 Devices, which will be within 2-3 business days of Phillips' receipt of them,  
6 so that Defendants can retrieve the Devices from Phillips immediately  
7 thereafter. Phillips shall image any cell phones received first and those cell  
8 phones will available to be retrieved by Defendants within one business  
9 day of Phillips' receipt of the Devices. The parties expressly agree that  
10 Plaintiff's return of the Devices to Defendants shall not constitute a  
11 determination or admission that the Devices do not contain confidential or  
12 proprietary information belonging to CVPartners or that Defendants are  
13 entitled to possess or use said information.

14 (b) Defendant Jeanmarie Boben ("Boben") agrees that her declaration will  
15 include a description of the limited use of her husband's computer to  
16 transfer data covered by 2(a) to her computer, and confirming that said  
17 data is currently stored on one or more Devices she will be producing for  
18 examination and has been removed from her husband's computer.  
19 Boben's husband's computer shall be excluded from the Devices  
20 Defendants provide to Lynell Phillips pursuant to sub-paragraph 2(a)  
21 above.

22 (c) Lynell Phillips' examination or inspection as described in sub-paragraph  
23 2(a) shall be subject to and conditioned on the provisions of the separate  
24 Stipulated Protective Order Re Examination of Electronic Devices executed  
25 between the parties and Lynell Phillips, a copy of which is attached hereto  
26 as Exhibit A. Defendants' obligation to produce the Devices to Phillips for  
27 examination is conditioned on Phillips and Plaintiff signing Exhibit A.

- 1 (d) Except as to "Contact Information" (see paragraph 3 below), once Ms.  
2 Phillips has completed her examination of the Defendants' Devices, the  
3 parties agree to meet and confer concerning identifying any information or  
4 data belonging to CVPartners. As to any information or data which both  
5 parties agree will be removed from the Devices, Defendants, and each of  
6 them, agree to provide Plaintiff with copies and delete or erase (as directed  
7 by Plaintiff) such information or data from the Devices. Defendants further  
8 agree to provide their Devices to Ms. Phillips for confirmation that such  
9 data or information has been wholly removed from the Devices and not  
10 moved or copied to any other location. As to any information or data on  
11 the Devices on which the parties cannot reach an agreement, either party  
12 may seek a Court order concerning said information or data.
- 13 (e) Except as to "Contact Information," Defendants agree that pending an  
14 agreement of the parties or court order, they will not access, transfer, copy,  
15 use, alter, erase or destroy any data or information obtained from  
16 CVPartners or in connection with their employment with CVPartners which  
17 is stored on any of their Devices.
- 18 (f) Defendants, and each of them, agree that within two business days of  
19 execution of this Stipulation they will make any and all Internet-based  
20 networking sites where Defendants, or any of them, have stored any  
21 CVPartners Contact Information, inactive and/or otherwise hidden so that it  
22 is not accessible, viewable or reachable by anyone, including Defendants,  
23 and each of them. This sub-section shall not apply to Tyler Hubbs' Santa  
24 Clara Alumni account, which will be subject to the provisions of paragraph  
25 4 below. This provision shall remain in effect until March 23, 2009 but may  
26 be extended by stipulation or court order.  
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1           3. As used in this Stipulation, "Contact Information" means the name and any  
2 other related information for any client or candidate where the client and/or candidate is  
3 known to Defendants, or any of them, through or because of any of Defendants'  
4 previous employment with CVPartners. The parties understand and agree that "Contact  
5 Information" is intended to be broader than information belonging to CVPartners,  
6 CVPartners' proprietary information, and CVPartners' confidential information and the  
7 designation of information as Contact Information pursuant to this Stipulation shall not  
8 constitute a determination or admission that Defendants are not entitled to possess or  
9 use said information.

10           4. The parties agree to further meet and confer concerning any disputes  
11 regarding Contact Information. Defendants, and each of them, agree that in order to  
12 facilitate further meet and confer concerning Contact Information, they will not use or  
13 disclose any Contact Information, including specifically that they will not contact or solicit  
14 business from any such clients or candidates, either directly or through any third party.  
15 This provision shall remain in effect until March 23, 2009 but may be extended by  
16 stipulation or court order.

17           5. While this lawsuit is pending, Defendants' counsel may retain copies of any  
18 documents, data and/or information returned to Plaintiff pursuant to paragraph 1 above  
19 or to be returned by Defendants to Plaintiff or destroyed pursuant to paragraph 2(d)  
20 above. Said documents, data and/or information shall be designated as solely for use in  
21 this litigation pursuant to the terms of a stipulated protective order executed by the  
22 parties and their counsel.

23           6. The parties agree that they will not make any disparaging statement of any  
24 kind or any nature against the other parties. The parties expressly agree that this  
25 agreement does not preclude them from providing truthful information in connection with  
26 any legal proceeding, including but not limited to this action or any proceeding before the  
27 California Employment Development Department.

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STIPULATION AND [PROPOSED] ORDER FOR TEMPORARY  
RESTRAINING ORDER AND EXPEDITED DISCOVERY,

1           7. The parties agree that Defendants, and each of them, will appear for  
2 deposition at the offices of Hanson Bridgett within twenty-one (21) days of execution of  
3 this Stipulation. The parties agree to cooperate in scheduling so that said depositions  
4 may be completed within said 21-day period. Said deposition will be limited in scope to  
5 the allegations of Plaintiff's Complaint and basis therefore and will be limited in duration  
6 to no longer than three and one-half hours.

7           8. The parties agree that Defendants, and each of them, will respond in  
8 writing and under oath, prior to deposition, to up to ten (10) interrogatories and five (5)  
9 requests for production of documents and things, within ten (10) days of personal  
10 service. The parties agree that the scope of the interrogatories and requests for  
11 production of documents will be the same as that outlined for the depositions in  
12 paragraph 7.

13           9. The parties agree that Plaintiff shall produce for deposition four agents or  
14 employees, namely Kent Gray, Brendan Metcalf, Michael McLaughlin and one to be  
15 determined based on Plaintiff's responses to written discovery, at the offices of  
16 Dillingham & Murphy, LLP within twenty-one (21) days of execution of this Stipulation.  
17 The parties agree to cooperate in scheduling so that said depositions may be completed  
18 within said 21-day period. Said deposition will be limited in scope to the allegations of  
19 Plaintiff's Complaint and basis therefore. Each deposition will be limited in duration to no  
20 longer than three and one-half hours. The parties further agree that the depositions  
21 shall alternate between those noticed by Plaintiff and those noticed by Defendants.

22           10. The parties agree that Plaintiff will respond in writing and under oath, prior  
23 to deposition, to up to ten (10) interrogatories and five (5) requests for production of  
24 documents and things propounded by each Defendant, within ten (10) days of personal  
25 service. The parties agree that the scope of the interrogatories and requests for  
26 production will be the same as that outlined for the depositions in paragraph 9.  
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11. The time spent depositing any individual pursuant to this Stipulation shall not extend the 7 hour rule set forth in FRCP 30(d)(1) in the absence of a court order or further stipulation of the parties. The parties acknowledge and agree that the limited depositions taken pursuant to this stipulation do not affect, alter, or reduce the parties' right to further depose such witnesses and/or to depose additional witnesses in accordance with the Federal Rules of Civil Procedure.

12. Defendants are entering into this Stipulation voluntarily solely to facilitate and expedite resolution of this Action. Nothing in this Stipulation nor the Court's entry of this Stipulation as a Temporary Restraining Order shall: (a) constitute or be construed as an admission of liability by any Defendant on any allegation made in Plaintiff's Complaint; (b) constitute or be construed as an admission or determination that Plaintiff is legally entitled to a temporary restraining order against Defendants, including but not limited to a determination or admission that Plaintiff has established a likelihood of success on the merits and/or a substantial threat of irreparable harm; (c) constitute or be construed as an admission or determination that Plaintiff would be legally entitled to the same terms in a Court ordered temporary restraining order or other injunctive relief; or (d) preclude any party from seeking relief from the Court on any of the issues covered by this Stipulation.

**IT IS SO STIPULATED** between the parties.

DATED: March 3, 2009


HANSON BRIDGETT LLP

By: /s/

**SANDRA L. RAPPAPORT**  
Attorneys for Plaintiff  
CVPARTNERS, INC.


1 DATED: March 3, 2009

DILLINGHAM & MURPHY LLP

2  
3 By:   
4 CARLA J. HARTLEY  
5 Attorneys for Defendants  
6 JEANMARIE BOBEN, TYLER HUBBS,  
7 MATT HINDE AND PATRICIA  
8 REDINGTON

9 IT IS SO ORDERED:

10 DATED: March , 2009

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12 HONORABLE SUSAN ILLSTON  
13 U.S. District Court Judge  
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STIPULATION AND [PROPOSED] ORDER FOR TEMPORARY  
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